



**ERIE COUNTY**

**REQUEST FOR PROPOSAL (RFP)**

**TO PROVIDE**

**Erie County Chronic Neglect Study**

**RFP # 1405VF**

**March 21, 2014**

**Carol Dankert-Maurer**  
**Commissioner**  
**Erie County Department of Social Services**

**EDWARD A. RATH COUNTY OFFICE BUILDING**  
**95 FRANKLIN STREET**  
**BUFFALO, NEW YORK 14202**

# **COUNTY OF ERIE, NEW YORK**

## **REQUEST FOR PROPOSALS (“RFP”) #1405VF**

### **TO PROVIDE RESEARCH INTO THE CHRONIC NEGLECT OF CHILDREN IN ERIE COUNTY**

#### **I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking proposals from qualified consultants (“Proposer”) interested in providing research services in the area of Chronic Neglect. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

#### **II. PROPOSAL PROCEDURES**

##### **A. ANTICIPATED SCHEDULE OF PROPOSAL**

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	March 21, 2014
	95 Franklin Street, room 805 Buffalo, NY 14202
Proposals Due:	April 11, 2014
Selection Made:	April 25, 2014
Contract Signed:	Following all necessary County approvals.

##### **B. GENERAL REQUIREMENTS**

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

2. One (1) original and five (5) copies of the technical proposal shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected
3. Submission of the proposals shall be directed to:

Carol Dankert-Maurer, Commissioner  
Erie County Department of Social Services  
95 Franklin Street, Room 864  
Buffalo, NY 14202

**All proposals must be delivered to the above office on or before April 11, 2014 at 5:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**

4. Requests for clarification of this RFP must be written and submitted to Carol Dankert-Maurer at the above address, or at [Carol.Dankert-Maurer@erie.gov](mailto:Carol.Dankert-Maurer@erie.gov) no later than 5:00 pm on April 11, 2014. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. **All proposers submitting proposals must include a cost proposal sealed envelope clearly labeled with the proposer name, due date of proposal, name, RFP # and Cost Proposal.**

### **III. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

#### **A. Introduction:**

The purpose of this document is to provide interested parties an opportunity to prepare and submit a proposal to provide research services in the area of chronic neglect. Chronic neglect of children by some families has tremendous consequences for children, families, local service agencies, communities, and the state. While often given less attention than child abuse, chronic neglect is more prevalent, requires more local and state resources, and results in long-term negative individual, family, and community effects. Chronic neglect results in higher costs for state and local taxpayers. Direct costs of child neglect include hospitalization, chronic health problems, mental health costs, costs incurred by the child welfare system, law enforcement, and costs of the judicial system. Indirect costs include special education, mental health and health care-not directly resulting from abuse or neglect, juvenile delinquency, lost work productivity, and adult criminality.

#### **B. Program Information:**

To address this need in Erie County, the Erie County Legislature appropriated \$25,000 to have this issue researched. The goal of this research and analysis is to direct special attention to cases of chronic neglect and the cost to individuals and communities when they do not receive the resources required assisting these families. Recommendations, practice decision-making guidelines will be used as guidance for Children Services

Caseworkers. This information will provide them with a systematic approach to responding to cases of chronic neglect.

### **C. Project Description**

This project focuses on establishing a definition and identification of indicators of chronic neglect and proposing strategies for response to chronic neglect specific to Erie County, New York. This would include an assessment of familial patterns from a sample of case histories amongst Erie County chronic neglect families.

The case review analysis will be completed utilizing a representative sample of families who have a history of five or more Child Protective Reports. This study would include a root cause analysis which would lead to the identification of the underlying causes of chronic neglect specific to Erie County. This analysis should include the incidence, prevalence and source of chronic neglect. The outcome of this research should provide the identification and implementation of the most effective solutions to adequately decrease or resolve chronic neglect in Erie County. These recommendations should include 1) What case practices could be improved? and 2) What would be needed that is outside our span of control?

RFP Respondent's submissions should include:

- An outline of the project that will be produced consistent with this Request for Proposal.
- An analysis of the environment including analytic tools that will be used for this work.
- A description of child welfare data systems needed to complete this research.
- A framework for presenting options and strategies.
- A contractor's experience in conducting similar projects.
- A summary of project costs attributed to each project task.
- A list of three references conversant with the contractor's previous work.

## **IV. QUALIFICATIONS OF PROPOSER**

### **RIGHT TO INVESTIGATE AND REJECT**

Erie County may make such investigations as deemed necessary to determine the contractor's ability to perform the services specified. Erie County Reserves the right to reject a proposal if the information submitted by, or investigations of, the contractor fails to satisfy Erie County that the contractor is properly qualified to perform the obligations of the contract. This includes Erie County's ability to reject a proposal based on negative references.

### **CONTRACTOR QUALIFICATIONS**

The contractor should be a have extensive expertise and experience in state child welfare policy and decision-making. They should have extensive experience in the use of data to capture the root causes of and the development of options reversing the current conditions of chronic neglect. The contractor would be required to sign an Assurance of Confidentiality with Erie County Department of Social Services. Completion of this research would necessitate that the contractor possess proficiency with Connections. Familiarity and experience in epidemiological and longitudinal reviews of indicators and causes of chronic neglect in child welfare would also be required.

## **V. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

**Please take notice**, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;

- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

## **EVALUATION**

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience to perform the proposed services.
- The Proposer's financial ability to provide the services.
- Evaluation of the Proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **CONTRACT**

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a one (1) year period commencing May 1, 2014 and terminating May 1, 2015. The County, at its sole discretion may extend the agreement beyond its initial term for up to two (2) additional one year periods at the same prices and conditions.

## **INDEMNIFICATION AND INSURANCE**

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

## **INTELLECTUAL PROPERTY RIGHTS**

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.]

## **NON-COLLUSION**

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

## CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

## COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

### “NOTICE

**The data on pages \_\_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer's competitive position.**

**The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

### **and**

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " **\* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

## EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.



**SCHEDULE “A”**

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the “County”) and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

---

*Proposer Agency Name*

By:

---

*Name and Title*

## SCHEDULE "B"

### STANDARD INSURANCE PROVISIONS SCHEDULE

LAW-1-INS (Rev. 3/12)



### County of Erie Standard Insurance Certificate

<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>															
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>															
<p>PRODUCER</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME</td> </tr> <tr> <td>PHONE (A/C No. Ext)</td> <td>FAX (A/C No.)</td> </tr> <tr> <td colspan="2">EMAIL ADDRESS</td> </tr> <tr> <td colspan="2">PRODUCER CUSTOMER ID #</td> </tr> </table>	CONTACT NAME		PHONE (A/C No. Ext)	FAX (A/C No.)	EMAIL ADDRESS		PRODUCER CUSTOMER ID #							
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<p><b>GENERAL LIABILITY</b></p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> _____</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p>					<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL &amp; ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS COMP/OP AGG \$</p>
	<p><b>AUTOMOBILE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>					<p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>\$</p> <p>\$</p>
	<p><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p><input type="checkbox"/> DEDUCTIBLE</p> <p><input type="checkbox"/> RETENTION \$</p>					<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p> <p>\$</p>
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A</p> <p>If yes describe under DESCRIPTION OF OPERATIONS below</p>					<p>WC STATUTORY LIMITS- <input type="checkbox"/> OTH ER- <input type="checkbox"/></p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
<p>County of Erie</p> <p>95 Franklin St</p> <p>Buffalo NY, 14202</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

**RETURN TO: ECDSS SHARON SULLIVAN**

**95 Franklin St. ROOM 746**

**Buffalo, NY 14202**

